

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

HAWAII-PACIFIC APPAREL GROUP,
INC.,

Plaintiff/Counterclaim Defendant,

-against-

CLEVELAND BROWNS FOOTBALL
COMPANY LLC and NATIONAL
FOOTBALL LEAGUE PROPERTIES, INC.,

Defendants/Counterclaim Plaintiffs.

Case No.: 04 CV 7863 (DC)

SUPPLEMENTAL DECLARATION OF
ANN MCDOWELL*

STATE OF CONNECTICUT §
 §
COUNTY OF FAIRFIELD §

I, ANN MCDOWELL, declare as follows:

52. I reside in Wilton, Connecticut and was an employee of National Football League Properties, Inc. ("NFLP") from 1970 to 1997.

53. I submit this supplemental declaration in further support of Defendants' Motion for Partial Summary Judgment on Trademark Priority and in opposition to Plaintiff's Motion for Partial Summary Judgment on Priority of Use in Interstate Commerce.

54. During my tenure, NFLP granted the right to use the trademarks of the NFL and its Member Clubs to third parties via Licensing Agreements. With regard to quality control, the Licensing Agreements routinely state:

All Licensed Products and their packaging must receive quality control approval by NFLP. All Licensed Products will meet uniform standards of high quality, style, construction, and appearance set by NFLP. Licensee agrees that it will sell no Licensed Products unless an NFLP Licensed Product Quality Control

* Defendants have filed this document electronically.

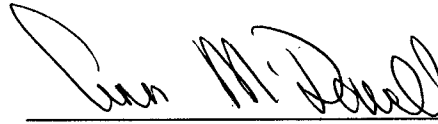
Approval Form ("Product Approval Form") for that Product has been signed by NFLP, returned to Licensee, and remains in full force and effect. The following conditions and procedures will govern NFLP's issuance of Product Approval Forms:

- (a) Licensee will supply within 10 days of any request by NFLP, at no charge to NFLP, such reasonable number of samples of Licensed Products and their packaging as NFLP may require.
- (b) At NFLP's request, Licensee will present its complete line of Licensed Products to NFLP at a mutually agreeable time, date, and site.
- (c) NFLP will make best efforts to evaluate Licensed Product submissions within 45 days of their receipt by NFLP.
- (d) Licensee will not deviate from the standards of quality of samples upon which Product Approval Forms are based. Departure from such quality standards constitutes breach of a material term of this License. NFLP may purchase at Licensee's expense any Licensed Products found in the marketplace which in NFLP's judgement [sic] are inconsistent with approved quality standards and bill such costs to Licensee. Licensee must also pay all Royalties otherwise consistent with approved quality standards.
- (e) Product Approval Forms must be renewed annually by NFLP pursuant to the terms and conditions set forth above.

55. NFLP and its licensees followed the quality control procedure set forth in the applicable Licensing Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 5th day of July 2005.

A handwritten signature in cursive script, appearing to read "Ann McDowell", is written above a horizontal line.

Ann McDowell